

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

HARLEY-DAVIDSON CREDIT CORP.,

CASE NO.: 1:19-cv-00564 SJD

Plaintiff,

v.

NSJ MOTORSPORTS, LTD., ROBERT T.
NOLAN and BARBARA NOLAN JONES,

Defendants.

**STIPULATION AND ORDER GRANTING HARLEY-
DAVIDSON CREDIT CORP.'S MOTION FOR
TEMPORARY RESTRAINING ORDER, SETTING A PRELIMINARY INJUNCTION
HEARING, AND GRANTING EXPEDITED DISCOVERY FOR A PERMANENT
INJUNCTION HEARING**

THIS MATTER was brought before the Court by Daniel C. Fleming of Wong Fleming, P.C., Attorney for Plaintiff, Harley-Davidson Credit Corp. ("HDCC"), upon notice to Defendants, NSJ Motorsports, Ltd., Robert T. Nolan, and Barbara Nolan Jones, by personal service, seeking relief by way of temporary restraints pursuant to Fed. R. Civ. P. 65. The Defendants having accepted and had an opportunity to review with counsel, Terrence M. Donnellon, HDCC's Motion For Temporary Restraining Order, Setting A Preliminary Injunction Hearing, And Granting Expedited Discovery For A Permanent Injunction Hearing (the "Motion") (Dkt. No. 4), the Complaint with Exhibits (Dkt. No. 1 to Dkt. No. 1-6), the Declaration of Mark Lamendola with Exhibits (Dkt. No. 4-2) and the Memorandum of Law

(Dkt. No. 4-1), join Plaintiff, to enter into this Stipulation regarding Plaintiff's Motion ("Stipulation") and enter the Stipulation as a Court order.

Plaintiff and Defendants hereby stipulate as follows:

1. For purposes of this Stipulation and these proceedings, HDCC has been irreparably injured and has no adequate remedy at law.
2. Defendant NSJ Motorsports, and all of its respective officers, directors, stockholders, owners, registrants, operators, agents, servants, employees, representatives and attorneys, and all those in active concert or participation with the Defendants, each of them, and all others who receive notice of this Order, are hereby **ENJOINED** from leasing, selling, transferring, consigning, auctioning, dissipating, concealing, pledging, granting a security interest in, or otherwise disposing of, any of the collateral in which HDCC holds a security interest pursuant to the Customer Financing Agreement entered between the parties (the "Collateral") unless:
 - a. Defendants promptly, and no later than 24 hours after the transaction, report all sales of Collateral to Plaintiff; and
 - b. Defendants promptly, and not later than 24 hours after they receive sale proceeds, remit to Plaintiff the invoice proceeds from sales of the Collateral.
3. Defendants will not create any further additional sales out of trust of the Collateral.
4. Defendants will allow HDCC to conduct floorplan audits without prior notice.
5. Defendants must produce a signed Asset Purchase Agreement and Management Agreement by Thursday July 25, 2019.

6. This Stipulation shall have the effect of a Preliminary Injunction as if the Court has so ordered this Stipulation. Defendants shall waive and shall not have the right to dissolve or modify this Stipulation, except by court order or as set forth herein. Plaintiff shall not be required to give security for this Order.
7. Failure to comply with paragraphs 2-5 of this Stipulation will result in a conversion of the Stipulation from a Preliminary Injunction to a permanent injunction, with no right to lease, sell, transfer, consign, auction, dissipate, conceal, pledge, grant a security interest in, or otherwise dispose of the Collateral (the "Permanent Injunction") except by Court Order.
8. Upon Harley-Davidson Motor Company's rejection of the Asset Purchase Agreement and Management Agreement, and written notice to Defendants, this Stipulation will convert from a Preliminary Injunction to a Permanent Injunction the third business day after such notice, unless Defendants obtain a temporary restraining order from a court to stay enforcement.
9. If the Asset Purchase Agreement and Management Agreement is dissolved or terminated for any reason after Harley-Davidson Motor Company's approval but prior to completion of the sale of all or substantially all of the Defendants' assets, this Stipulation will be immediately reinstated as a Permanent Injunction.
10. A violation of any of the terms of this Stipulation shall automatically result in the conversion of the Stipulation from a Preliminary Injunction to a Permanent Injunction.

11. The Stipulation, and any Preliminary Injunction, will dissolve upon approval of a Management Agreement by Harley-Davidson Motor Company. The parties shall properly notify the Court if such approval shall be granted.
12. The entering into this Stipulation is not and shall not be deemed to be an admission by Defendants of any of the allegations in Plaintiff's complaint or a waiver of any defenses that Defendants may have to Plaintiff's complaint, except as set forth herein.

THE FOREGOING STIPULATION IS SO STIPULATED THIS 19th DAY OF JULY 2019 BY THE FOLLOWING PARTIES:

NSJ Motorsports LTD

Harley-Davidson Credit Corp.

By: /s/ Robert T. Nolan

Name: Robert T. Nolan

Title: Managing Member

By: /s/ Lawrence Cope

Name: Lawrence Cope

Title: Director, Commercial Credit

/s/ Robert T. Nolan

Robert T. Nolan

/s/ Barbara Nolan Jones

Barbara Nolan Jones

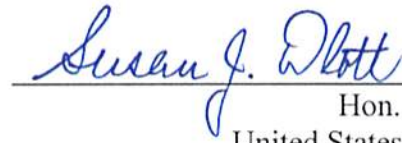
/s/ Terrence M. Donnellon

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Credit Corp.*

FOR GOOD CAUSE HAVING BEEN FOUND, THE FOREGOING STIPULATION IS SO ORDERED THIS 22nd DAY OF JULY, 2019. THE COURT RESERVES CONTINUING JURISDICTION OVER THIS MATTER AND SETS A SCHEDULING CONFERENCE FOR Monday October 28, 2019 at 3:00 p.m before Magistrate Judge Karen L. Litkovitz.

A handwritten signature in blue ink, reading "Susan J. Dlott", is written over a horizontal line.

Hon. Susan J. Dlott
United States District Judge